



# Tender Documents – T66/2023

## Sweet Water Tanker Service

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## **GUIDELINES FOR BIDDERS**

### **Checklist**

#### **Single Stage - One Envelope**

<b>S. No</b>	<b>Sequence of Documents (Must be in file using separators)</b>	<b>Check box</b>
1	Tender Fee in shape of a pay order in title of SINDH INTEGRATED EMERGENCY & HEALTH SERVICES - SIEHS	
2	Bid Security (% mentioned in bid data sheet), in shape of a pay order in title of SINDH INTEGRATED EMERGENCY & HEALTH SERVICES - SIEHS	
3	Financial Proposal	
4	Technical Proposal	
5	All pages of SIEHS tender documents have been signed & stamped	
6	Active Tax Payer Document (Must be printed from FBR / SRB portal and not more than 7 days before the submission of documents)	
7	NTN Certificate	
8	GST / SST (which ever applicable) - Status must be active and printout to be attached	
9	For last three years income tax return document or financial audit report	
10	Copy of CNIC of signatory of the Bid Form	
11	<p>Affidavit on Rs.100 stamp paper / e-stamp paper that:</p> <p>a. the bidding company is neither blacklisted nor suspended by any National / International, including Provincial and Federal Government.</p> <p>b. the bidder has submitted the correct and complete information along with the bid/offer. If any document/information is found forged/engineered /fake/bogus at any stage, the bidder may be declared as Blacklisted in accordance with law and the bid security, performance guarantee and payment, if any may be forfeited</p>	
12	Documents mentioned in evaluation criteria for scoring purpose	



## COMPANY INTRODUCTION

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Sindh Integrated Emergency and Health Services (SIEHS), is a section 42 not-for-profit company formed in collaboration with the Government of Sindh. This service is a realization of Government of Sindh's commitment to strengthen the primary healthcare structure in Sindh through a public-private arrangement ensuring delivery of timely, effective, patient-focused ambulance and holistic healthcare services, free-of-cost.

SIEHS under its ambit operates and manages Pakistan's first and only ISO 9001:2015 certified ambulance service called Sindh Rescue and Medical Service (SRMS). SRMS operates according to international protocols, and is equipped with advanced medical equipment, life-saving drugs and qualified paramedics and nurses, providing immediate pre-hospital emergency care to those suffering with acute health trauma. The quality emergency services are available to all those who need it, across the social spectrum.

Our Tele Tabeeb platform is designed to support health care solutions and capacity building across the general health continuum, free-of-charge. With 24/7 access to doctors, clinical psychologists and healthcare experts, supported by updated algorithms for common diseases and on-going pandemic, we ensure that people in need receive timely diagnostic and counselling services, anytime. Our state-of-the-art call center allows callers to access coordinated advice and counselling services from across Pakistan, by dialing "1123".

SIEHS invites sealed bids on **Single Stage - One Envelope** procedure for the provision of sweet water tankers services from well reputed companies registered with federal / provincial tax authorities

## INVITATION TO BID

Sindh Integrated Emergency and Health Services (SIEHS), invites the sealed bids for provision of sweet water tanker services from registered well-reputed companies available on List of Active Tax Payers" of FBR (for Income Tax) & SRB (For Sales Tax) websites.

Tender fee	Rs. 3,000/- (Three thousand rupees only) Non-Refundable
Bidding procedure	Single Stage – One Envelope Procedure
Bid security	2% of the total bid value.
Deadline for submission of bids	15 <sup>th</sup> June, 2023 by 09:30am
Bid opening date and time	15 <sup>th</sup> June, 2023 at 10:00am

1. Bidding documents are available on the websites of Sindh Integrated Emergency and Health Services (SIEHS), (<http://siehs.org/tender-documents>) bidder is required to enclose Pay Order / Demand Draft for the tender fee (Rs. 3,000/-) with their bid, which must be issued by a scheduled bank within the tender purchasing dates.
2. SIEHS may issue the clarifications or amendments in respect of the bidding documents which will be uploaded on the website, SIEHS will not be responsible of any confusion or misunderstanding in this regard.
3. In case of any unforeseen situation or government holiday resulting in closure of office on the date of opening, bids shall be submitted / opened on next working day at the given time and venue.
4. SIEHS reserves the right to reject any or all the bids subject to the relevant provisions of SPP Rules 2010 (Amended 2022).



## **SCOPE OF WORK**

### **REQUIREMENTS**

1. Service Provider will supply sweet water tankers of 2000,3000 gallons as per the requirement of Customer.
2. Service Provider will supply sweet water tankers of TDS (Total dissolve Solid) Range between 250 to 500-meter reading
3. Service Provide Will Supply Estimated 15000Galloon per week. In case of further requirement vendor will provide the tanker within 5-6 Hours (Same day)

### **INSPECTION**

Inspection of water and Tanker to be undertaken by Customer representative at the time of delivery and unhygienic water i.e. TDS more than 500 will be returned immediately to the Service Provider at the time of inspection. Service Provider will provide the replacement of Tanker within 02 hours.

### **QUALITY CRITERIA**

1. Water check at the time of tanker filling at Hydrant by the Service Provider.
2. Admin Department will check the taste and full tanker level of water before tanker offloading.
3. Tanker should be clean every time.
4. In case of rejection from Admin Department tanker shall be returned and Service Provider will be liable to immediately replace. Basis of rejection will be TDS, taste, color, less quantity.
5. The Service Provider shall ensure that tanker with driver should be physically fit, hold a valid (HTV) driving license and have no police case registered against him.
6. Driver / helper shall not be allowed eating Pan, Gutka and smoking during water supply at Customer.
7. Each Vehicle used by Service Provider for the purpose of delivery should hold Vehicle Fitness Certificate and Vehicles documents should be in the name of Service Provider.

### **BACKUP SUPPORT**

1. Service Provider should have backup support of Driver / Tanker in case the regular Tanker / Driver is not available.
2. Service provide is solely responsible of providing sweet water in any water crises/strike or any unforeseen conditions

### **Delivery Schedule**

Estimated Monthly consumption = **184000** Gallon **OR** as per instructions given time to time that may include but not limited to week-ends and public holidays.

In case of further requirement/Emergency vendor will provide the tanker within 3 Hours.



**Monthly Water Supply requirement**

<b>Station / Location</b>	<b>Address</b>	<b>Type</b>	<b>Per Tanker /Gallon</b>	<b>No of Tanker</b>	<b>Total no gallon</b>
Johar station	C-14/1 block 1 Scheme 36 Gulistan e Johar	Station	3000	4	12000
North Nazimabad	Plot no C-08 Block R, North Nazimabad	Station	2000	4	8000
Satellite office	Plot no -202-C Block 2 House -1 Pechs	Office	3000	2	6000
Head office	43/15/K Block 6 Pechs	Office	3000	8	24000
Baldia	Plot#106/ii, 5G 95/20 Saeedabad Baldia Township	Station	3000	4	12000
Clifton	D-71 block 2 clifton	Station	3000	4	12000
North Karachi	Plot No -ST-21, Sector5 -B/3 north Karachi	Station	3000	4	12000
PECHS Station	House no: F/36-2 Sector -31 F Lucknow Cooperatoce housing society	Station	3000	4	12000
BinQasim	9-C -490 Muhammad Ismail jokhio Goth Landhi	Station	3000	2	6000
Korangi	F-36/3,Sec-31/E , lucknow C.H STY, korangi	Station	3000	2	6000
Dadu	Civil Hospital Dadu	Office	2000	4	8000
Matiari	DHQ Matiari	Office	2000	5	10000
Sanghar	Civil Hospital Sanghar	Station	2000	2	4000

Naushehroferoze	Civil Hospital Naushehro Feroze	Station	2000	2	4000
Khairpur	Searching for place	Station	2000	4	8000
Larkana	Current Address RESCUE 1122 PDMA office near civil hospital larkana	Station	2000	4	8000
MP Mathelo	DHQ MP Mathelo	Station	2000	4	8000
Shikarpur	Civil hospital Shikarpur	Station	2000	4	8000
Jacobabad	Municipal Office Jacobabad	Station	2000	4	8000
Kandhkot	Civil hospital kandhkot	Station	2000	4	8000
					Tentative 184,000 Gallons

## BIDDING PROCEDURE

Bids should be submitted in accordance with instructions and bidding procedure shared in this document. Bids are invited as per **Single Stage – One Envelope Procedure** in accordance with rule sub rule 1 of rule 46 of the Sindh Public Procurement Rules, 2010 (Amended 2022).

## PAYMENT:

Payment terms are 15 days' credit after submission of correct invoice. (Usually SIEHS standard payment terms are 45 days' credit, in this case services already initiated 1 month ago) Advance payments are discouraged. Under requirement of advance payment, successful bidder will be required to share a bank guarantee of same amount (inclusive of tax).

## INSTRUCTIONS TO BIDDERS

1. Bidder must read all the contents of invitation for bid / notice inviting tender as well as the bidding documents and understand all the requirements.
2. Bidder must ensure that the bid form is filled in all respect, without any confusion.
3. Bidder shall prepare one envelope for both proposals / information.
4. Each document/paper submitted by the bidder shall be signed/stamped by the bidder on the face of document.

	<b>SINDH INTEGRATED EMERGENCY AND HEALTH SERVICES</b> <b>TENDER DOCUMENTS</b>	<b>Sweet water tanker service Tender # 66-2023</b>
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5. Water supplied by the contractor/supplier shall be naturally sweet and clean.
6. Tanker size will be minimum 1000 gallon.
7. Payment will be based upon actual no of tankers during each month
8. SIEHS has a right to increase or decrease the number of tanker to be required.
9. Water supplied by the contractor shall be clean and clear, muddy water will not be acceptable.
10. Any tanker found muddy or not clear will be replaced with clear water and 10% of invoiced amount for that tanker will be deducted as penalty.
11. The supplier will be bound to supply water as and when required basis without any refusal or technical reason.
12. Bidder shall examine the bid evaluation criteria and insert appropriate document in the envelope(s) accordingly.
13. There should not be any over-writing, double writing, crossed, additional conditions.
14. Rates are to be quoted clearly in digits as well as in words.
15. Conditional bids, telegraphic bids, bids not accompanied by bid security of required amount and form, without tender fee, bids received after specific date and time and bids of black listed firms shall be treated as rejected / non-responsive.
16. The service provider shall get verified the details of Goods/Items delivered against the invoice from user dept.

#### **ELIGIBILITY CRITERIA FOR BIDDERS**

Bidder which meets the following eligibility criteria / mandatory requirements would be declared responsive for further evaluation as per the Evaluation Criteria specified in this bidding document.

Verifiable documentary proof for all following requirements is a mandatory requirement, noncompliance will lead to disqualification.

1. Bidder shall complete all the terms & conditions of this bidding document.
2. Bidder able to enclose the documents as per the list of required bidding document.
3. Companies must be available on List of Active Tax Payers" of FBR (for Income Tax) and GST / SRB (For Sales Tax) websites.
4. Details of turn-over of at least last two (02) years supported by income tax return document or financial audit reports or bank statements.
5. Affidavit on Rs.100 stamp paper that the firm is not blacklisted & involved in any active litigation with GoP or GoS.
6. Tender Fee of Rs. 3,000 in shape of Pay order should be in favor of Sindh Integrated Emergency and Health Services (NTN# 4979065-0)

#### **LIST OF DOCUMENTS TO BE ENCLOSED: -**

Bidder(s) must ensure that the following documents are enclosed with the bid

- 1 Complete Bidding Document, duly signed and stamped on its each/every page as acceptance of all terms & conditions;

 <b>SINDH</b> INTEGRATED EMERGENCY & HEALTH SERVICES	<b>SINDH INTEGRATED EMERGENCY AND HEALTH  SERVICES  TENDER DOCUMENTS</b>	<b>Sweet water tanker  service Tender # 66-  2023</b>
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- 2 Pay Order of Rs3000 in favor of Sindh Integrated Emergency and Health Services (NTN: 4979065)
- 3 Copy of NTN / Income Tax Registration Certificate, Sales Tax Registration Certificate / On line verification of Active Tax Payer for Sales Tax;
- 4 Copy of CNIC of signatory of the Bid Form
- 5 Affidavit on Rs.100 stamp paper / e-stamp paper that:
  - a. The bidding company is neither blacklisted nor suspended by any National / International, including Provincial and Federal Government.
  - b. The bidder has submitted the correct and complete information along with the bid/offer. If any document/information is found forged/engineered /fake/bogus at any stage, the bidder may be declared as Blacklisted in accordance with law and the bid security, performance guarantee and payment, if any may be forfeited.
- 6 Valid documentary evidence in support of evaluation and qualification criteria.

Few more point for supplier understanding:

- Bid form(s) duly filled in all respect clearly quote the price.
- The bidder must ensure that the Bid Form is filled in all respect, without any confusion, there should not be any over-writing, double writing, crossed, additional conditions and Rates are quoted clearly in digits as well as in words.
- Bidder(s) must understand that all payments / transaction shall be made in Pakistani Rupees (PKR) only.

Bidder(s) must work carefully and gross rates to be quoted, including all applicable taxes and also incorporate the impact of Sales Tax. SIEHS shall made payments after deduction of all applicable taxes including Income Tax & SST / GST and other taxes, if any

## **CLARIFICATION / QUERIES ON TENDERING DOCUMENTS**

Any interested bidder requiring any clarification(s) of the bidding documents may notify to SIEHS in writing via email address provided in the bid data sheet duly referring the title of the tender in email subject. The concerned officer will respond in writing via email to any request for clarification within 03 calendar days, provided they are received at least five calendar days prior to the date of opening of bid. Clarification response (including an explanation of the query but without identifying the source of inquiry) will be posted on SIEHS website tender section).

## **BID PRICE**

1. The price / bid offer quoted should be firm, final and clearly written / typed without any ambiguity.
2. The bid price should include all the government taxes, as per prevailing taxation rates of provincial / federal / local governments etc. (e.g., SST/GST, Income Tax, Withholding Tax etc.).
3. If there is no mention of taxes or calculation error, the offered/quoted price will be considered as inclusive of all prevailing taxes/duties. The benefit of exemption from or reduction in the

Income Tax / SST / GST or other taxes during the contract period shall be passed on to SIEHS.

4. The bidder shall deem to have obtained all related information as to the requirements thereto which may affect the bid offer / price if required.

#### **VALIDITY OF BIDS**

Bids shall remain valid for ninety (90) days w.e.f. date of opening of Technical Proposals. The bids without or less than Ninety (90) days validity will be rejected.

#### **LANGUAGE OF BIDS:**

The bid prepared by the bidder, as well as all correspondence and documents relating to the bid exchanged by the bidder and the Procuring Agency shall be in English. Supporting documents and printed literature furnished by the bidder may be in another language provided these are accompanied by an accurate translation of the relevant passages in English, in which case for purposes of interpretation of the Bid, the translated version shall prevail.

#### **BID SECURITY / EARNEST MONEY**

1. The bid must be accompanied by a bid security in shape of a DD/Pay Order of 2% of the total contract value in favor of "Sindh Integrated Emergency and Health Services" on account of Earnest Money/Bid Bond (refundable) valid for a period of 28 days beyond the bid validity date. For unsuccessful parties the earnest money will be refunded within a period one month after the finalization of successful bidder.
2. The Bid Security shall be attached with the proposal. No interest will be paid on bid security.
3. Any bid not accompanied by an acceptable bid security shall be rejected by the SIEHS as non-responsive.
4. The bid security / earnest money of the unsuccessful bidders will be returned upon award of contract to the successful bidder or on expiry of validity of bid security whichever is earlier.
5. The bid security of the successful contractor will be returned only when the bidder furnishes the required Performance Security and signed relevant contract agreement. The successful bidder can adjust the Bid Security towards Performance Guarantee, in this situation, the successful bidder shall submit the balance amount on account of Performance Guarantee.

#### **ACCEPTANCE / REJECTION OF BID**

A bid determined as non-responsive will be rejected and will not be made responsive by the bidder by correction of the non-conformity.

The bid shall be rejected if:

1. It is substantially non-responsive in a manner prescribed in this tender document.
2. It is against the Pakistani Laws, Rules, Regulations, Policies, Permits, Codes etc.
3. Bidder has conflict of interest with the SIEHS.
4. Bidder engages in corrupt or fraudulent practices in competing for Contract award.
5. Bidder tries to influence the bid evaluation / Contract award.

6. Bid submitted in other than prescribed forms, annexes, schedules, charts, drawings, documents / by other than specified mode; or
7. Unsigned, incomplete, partial, ambiguous, conditional, alternative, late
8. Qualified by vague and indefinite expression such as “subject to prior confirmation”, “subject to immediate acceptance” etc. will be treated as vague offers and rejected accordingly
9. Without verifiable proofs against the mandatory as well as general documentary, qualification and eligibility related requirements; or
10. Bidder fails to meet all the requirements of Tender Eligibility / Qualification Criteria
11. Bids submitted for partial / limited services / items as specified in the Format for Quoting the Rates / Schedule of Requirements / BoQ
12. Bid submitted with shorter bid validity period
13. Bidder fails to meet the minimum evaluation criteria requirements
14. Bid not accompanied by the Bid Security (Earnest Money) of required amount and form
15. Bidder refuses to accept the corrected Total Bid Amount / Price
16. The Bidder has been blacklisted by any public or private sector organization
17. Bidder has mentioned any financial implication(s) in the financial proposal that is in contradiction to this document and Government rules and regulations
18. Black Listed firms will not be considered and will be rejected.

#### **FORFEITURE OF BID SECURITY**

The bid security / earnest money may be forfeited / confiscated:

1. A bidder requests to withdraw his or its bid after opening but within the bid validity period
2. Successful bidder fails to furnish performance security
3. Successful bidder fails to sign the contract
4. A bidder does not accept the correction of the quoted amount following the correction of arithmetic errors.
5. A bidder has been found black listed by any agency of Federal or Provincial Government.
6. In case of the bidder Company fails to provide the satisfactory services / goods / works.

#### **CANCELLATION OF BIDDING PROCESS**

SIEHS Procurement committee:

1. May cancel the bidding process at any time prior to the acceptance of a bid or proposal.
2. Shall incur no liability towards the bidders.
3. Shall intimate the cancellation of bidding process immediately and upload a notice on the company website followed by prompt return of bid security.
4. Shall, upon request by any of the bidders, communicate to such bidder, grounds for the cancellation of bidding process, but is not required to justify such grounds.

## **AMENDMENT OF TENDER DOCUMENT**

- a. At any time prior to the deadline for submission of bids, SIEHS may, for any reason, whether at its own initiative or in response to a clarification requested by a interested bidder, modify the bidding document by amendment in accordance with the SPP Rules 2010 (Amended 2022).
- b. All interested bidders that have downloaded the bidding documents from SIEHS website need to inform via email at '[procurement@siehs.org](mailto:procurement@siehs.org)' to register their email address so any amendments are notified by SIEHS staff. The amendments will be binding on the bidder. Email sent by the bidder should specify the tender number, tender title and the email id for correspondence.
- c. Any amendments thus issued shall form eternal part of the tender document. To offer bidders a reasonable timeframe for preparing revised bids, the SIEHS may at its discretion extend the deadline for submission of bids.

## **PERIOD OF CONTRACT**

Initially the contract/agreement shall be signed till June 30, 2024; however, the contract/agreement can be extended with mutual agreement for a period of further one year (12 months). The contract/agreement may further be extended for another year on mutual consent of both the parties, maximum up to three years (subject to the satisfactory performance). The bidder is bound to provide services for extended contract period. Upon signing of contract/agreement with successful bidder, the filled bidding documents will be part of the contract/agreement. The price for 2nd year and 3rd year (if renewed) cannot be more than the annual CPI published by the State Bank of Pakistan, the changes in fuel prices and other inflation is subject to mutual agreement. The contract may be awarded to one or more than one bidders considering the most advantages bids.

## **DEADLINE FOR SUBMISSION OF BID**


Bids must be submitted by dropping the sealed document envelope in the tender box placed at the identified address (refer bid data sheet) no later than the time and date specified in the bid data sheet. Any claim against the bids received late shall not be considered at any stage. Bidders are advised in their own interest to take all precautionary measures for delivery of sealed bids in the tender box before the deadline for submission of bid.

Any bid received after the deadline for submission of bids prescribed by the SIEHS pursuant to bid data sheet & NIT will be rejected and returned unopened to the bidder

### **Single Stage – One Envelope Procedure.**

1. Bid shall comprise a single package envelope.
2. SIEHS shall evaluate the proposal in a manner prescribed in advance and reject any proposal which does not conform to the specified requirements. No amendments in the proposal shall be permitted after the submission of documents.
3. Bids shall be opened publicly at a time, date and venue announced and communicated to the bidders in advance.
4. The bid should contain all the relevant information and desired enclosures in the prescribed format.
5. Bid should be submitted in a sealed envelope:



 <b>SINDH</b> <small>INTEGRATED EMERGENCY &amp; HEALTH SERVICES</small>	<b>SINDH INTEGRATED EMERGENCY AND HEALTH  SERVICES  TENDER DOCUMENTS</b>	<b>Sweet water tanker  service Tender # 66-  2023</b>
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- i. Be addressed to the SIEHS at the address given in the bidding documents
- ii. Opened or e-mailed or faxed or telexed bids will not be accepted.
- iii. Any bid received by the SIEHS after the date and time of tender opening will be rejected and returned as unopened to sender / bidder.
- iv. Bids qualified by such vague and indefinite expression such as “subject to prior confirmation”, “subject to immediate acceptance” etc. will be treated as vague offers and rejected accordingly.
- v. Bidder shall comply with all Pakistani Laws, permits, codes and regulation applicable to the bidder’s performance of services. Bid against the Government Rules and Policies, Conditional Bid, Ambiguous Bid or incomplete Bid and Bid without Bid Security will be rejected. No supplementary or revised offer after the opening of bids shall be entertained.
- vi. In case of announcement of Public Holiday or any unfavorable circumstance, the bids will be opened on next working day. Other terms and conditions, venue and time for drop and opening will remain unchanged.
- vii. In case of discrepancies between the Notice Inviting Tender (NIT) and the Bidding Documents, the Bidding Documents shall take precedence.
- viii. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the bid validity period specified in the bid document.

## POST BID SUBMISSION

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### OPENING OF BID

1. The date for opening of bids and the last date for the submission of bids shall be as given in the bidding documents and in the tender advertisement. In case, the two dates are different, the date and time, given in the bidding documents shall apply.
2. In case of the date of opening of tender declared as Public Holiday by the Government of Sindh or Federal Government or non-working day due to any reason, the next official working day shall be deemed to be the date for submission and opening of tenders/bids/offers, accordingly. The time and venue shall remain same.
3. All bids shall be opened publicly in the presence of all the bidders, or their representatives, who may choose to be present in person, at the time and place announced in the invitation to bid.
4. The Procurement committee shall read aloud the name of the bidder and total amount of each bid, and of any alternative bids if they have been permitted, shall be read aloud and recorded when opened.
5. All bidders in attendance shall sign an attendance sheet.
6. All bids submitted after the time prescribed as well as those not opened and read out at bid opening, due to any procedural flaw, shall not be considered, and shall be returned without being opened.

### EVALUATION OF BIDS

1. All bids shall be evaluated in accordance with the evaluation criteria and other terms and conditions set forth in the bidding documents.

2. A bid once opened in accordance with the prescribed procedure shall be subject to only those rules, regulations and policies that are in force at the time of issuance of notice for invitation of bids.
3. The Committee may seek the clarification from the bidder in writing or oral as the case may be, in case of committee deemed fit, however any clarification shall not be changing the sanctity of original bid.
4. The Bids/Offer shall be evaluated conformity the requirements of terms & conditions of the bidding document based on the record / documentary evidence submitted by the bidder.

### ANNOUNCEMENT OF BID EVALUATION REPORT

1. Procurement committee shall announce the results of bid evaluation in the form of a report giving reasons for acceptance or rejection of bids.
2. The report shall be uploaded on SIEHS website and intimated to all the bidders through email at least three (3) working days prior to the award of contract.

### BID EVALUATION CRITERIA - 100 Marks

THE BIDS SHALL BE EVALUATED ON MOST ADVANTAGEOUS BID BASIS. The bidder which attains the highest combined weighted technical and financial score according to the following criteria shall be selected.

1. The Bids shall be evaluated on complete Lot / Group / Package basis reflected in the Bid Form / Price Schedule. Bids for partial / limited item(s) shall not be considered and rejected.
2. The following merit point system for weighing evaluation factors / criteria will be applied for technical proposals.
3. Bidders achieving minimum 70% overall points / marks will be considered only for further process. Documentary evidence must be attached in support of your claim.

Sr. #	Description	Requirements	Allocated Marks (maximum)
<b>Evaluation Criteria - 100 marks</b>			
1	Tankers used for delivery of sweet water must be mechanically fit and to ensure uninterrupted service to SIEHS. ( Required Vehicle inspection report of at least two tankers) 2.5 points for each report	Documentary proof	5
2	Valid Licenses of driver Each license contain 2.5 points each max up to 10 points	Documentary proof	10
3	Experience in Sweet water tanker services <ul style="list-style-type: none"> <li>• Above 10 Years' experience = 15 points</li> <li>• 5+ to 9 years' experience = 10 points</li> <li>• Below 5 years' experience = 5 points</li> </ul>	Documentary proof	15

4	Current project (water supplies contract with other companies) <ul style="list-style-type: none"> <li>• 5 points for each contract (Valid)</li> </ul>	Documentary proof	15
5	Office / Hydrant Location in any location	Documentary proof / Pictures	05
6	Least quoted price in comparison of technically qualified bidders		50

Qualified bidder will require overall 70% marks

For the purposes of determining the best advantageous bid, facts other than price such as previous performances, previous experience, OEM Authorization, quality assurance, expertise, financial soundness and such other details, SIEHS at its discretion, may consider appropriate will be taken into consideration.

Tender will be awarded to the responding organization with maximum accumulative points. The formula to calculate the marks for the quoted price is given below:

#### **Solved Example of Price/Financial Scoring for Quoted Price:**

If the lowest quoted price is Rs. 200,000 the same lowest will obtain score as below:

$$[200,000 \div 200,000] \times 50 = 50 \text{ marks being the lowest bidder for the quoted item}$$

If the next higher quoted price is Rs. 300,000 the marks obtained will be:

$$[200,000 \div 300,000] \times 50 = 33.33 \text{ marks}$$

If the next higher quoted price is Rs. 400,000 the marks obtained will be:

$$[200,000 \div 400,000] \times 50 = 25 \text{ marks and so on.}$$

#### **CLARIFICATIONS / CORRECTIONS OF BID**

To assist in the examination, evaluation and comparison of the bids the committee at its discretion may ask the bidder for a clarification of its bid. The request for clarification and the response will be in writing via email and no change in the price or substance of the bid will be permitted.

Arithmetical errors will be rectified on the following basis:

1. If there is a discrepancy between unit price and total price that is obtained by the multiplying the unit price and quantity, the unit price shall prevail and total price shall be corrected. If

there is a discrepancy between the words and figures the amount in words shall prevail. If there is a mistake in addition / totaling that can be corrected.

2. If the bidder does not accept the corrected amount of bid, his bid will be rejected and his bid security will be forfeited.

## **PENALTY**

In case of interruption in services, penalty shall be charged at @ 0.33% per day up to a maximum 10% of the contract/ agreement. In case if the services are not improved after issuance of 3 notices, SIEHS may resort to cancellation of the contract/agreement with no liabilities towards SIEHS and lead to forfeiture of performance security

## **PERFORMANCE SECURITY**

The Successful bidder shall submit the Performance Security / Guarantee in the amount specified in the Bid Data Sheet in the shape of Pay Order or Demand Draft or a Bank Guarantee in favor of SIEHS issued by a scheduled bank in Pakistan valid for a period of thirty (30) days beyond the date of completion / expiry of the contract. No interest will be paid on Performance security.

## **REFUND OF PERFORMANCE SECURITY**

The Performance Security / Guarantee shall be returned after expiry of contract and settlement of all claims. This amount will be returned to the supplier after satisfactory completion note from SIEHS.

## **FORFEITURE OF PERFORMANCE SECURITY**

1. In the event of failure to provide items/services as per Contract Agreement / Work Order within the stipulated period, the performance security may be forfeited.
2. In that event, acquiring of the said items/services may be taken from the next lowest bidder vide the same work order at contractor's risk and cost without any farther reference, so that the loss incurred would be recoverable from the Performance Security of the said contractor or from any sum due of which may become due to the contractors.
3. If any equipment / instrument or property of SIEHS or its representative / landlord / donor/ is damaged by the representative of approved firm, cost of the same will be deducted from the performance security money / pending bills of the contractor.

## **APPLICABLE LAW**

The Contract shall be governed by the Laws of Pakistan and the Courts of Karachi - Pakistan shall have exclusive jurisdiction.

## **ARBITRATION**

Any difference or dispute or liability of whatsoever nature arising out of the contract or in any way relating to the contract or to its construction or fulfillment should be settled as far as possible, amicably between the SIEHS and the bidder company. Should the parties fail to come to an

amicable settlement the same shall be referred to the award of Arbitrators to be nominated one each by the SIEHS and the bidder company within fifteen (15) days of notice from either side or in the case of the said Arbitrators not agreeing, then to the award of an Umpire to be appointed by the Arbitrators in writing prior to proceeding with the arbitration. The decision of the Arbitrators or the Umpire, as the case may be, shall be final and binding on both the parties. The arbitration shall take place at Karachi, under Pakistani Law of Arbitration.

### **RIGHT TO VARY QUANTITIES AND SPLIT ORDER**

SIEHS reserves the right to increase and/or decrease / split the quantity originally specified in the tender document / scope of work without any change in unit price or other terms and conditions during the contract/agreement period.

### **TERMINATION & CANCELATION OF CONTRACT**

If the bidder(s) company fails to provide the satisfactory services, the SIEHS shall be entitled at his option to cancel the contract/agreement and recover the damages besides forfeiture of Performance Guarantee. The SIEHS shall not be liable to any risks and costs whatsoever in consequence of such cancellation of the contract/agreement.

### **REDRESSAL OF GRIEVANCES BY THE PROCURING AGENCY**

Redressal of Grievances & settlement of dispute will be as per Rule 30 & 31 of SPPRA Rule-2010 (Amended 2022).

### **COST OF TENDERING**

The bidder shall bear all costs associated with the preparation and submission of its documents, while SIEHS in no case shall be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

### **COST OF STAMP DUTY**

0.35% of the contract/agreement value (incl. of tax) or notified by the Government of Sindh, will be paid by successful bidder as stamp duty.

### **THIRD PARTY SERVICES**

If required, will be the responsibility of the bidder. Sindh Integrated Emergency and Health Services will not be a party to any such agreement between the bidder and any of its vendors, sub-contractor, if so.

### **AWARD OF CONTRACT**

The Draft contract/agreement along with the terms and condition is attached with this bidding documents. However, the final contract/agreement shall be finalized with the mutual consent of SIEHS and the successful bidder.

### **NOTIFICATION OF AWARD**

Prior to the expiration of the period of bid validity, the SIEHS will notify the successful bidder in writing by issuing a letter of acceptance, that its bid has been accepted. The notification of award will constitute the formation of the contract. Upon the successful bidder's furnishing of the

performance security, SIEHS will promptly notify each unsuccessful Bidder(s) and will discharge its bid security.


### CANCELLATION OF CONTRACT

If the successful bidder fails to provide the satisfactory services, the SIEHS shall be entitled with the option to cancel the contract and recover the damages besides forfeiture of Performance Guarantee. SIEHS shall not be liable to any risks and costs whatsoever in consequence of such cancellation of the contract.

### TENDER TIMELINES

The estimated timing for the key milestones in the tender process is as follows:

Steps	Time Line	Dates
Tender advertisement published in the newspapers		31 <sup>st</sup> May 2023
Addressing of queries from bidders	Not later than 03:00pm	9 <sup>th</sup> June 2023
Tender document purchase / collection (Available at Sindh Public Procurement Regulatory Authority (SPPRA) ( <a href="http://ppms.pprasindh.gove.pk">http://ppms.pprasindh.gove.pk</a> ) and SIEHS website ( <a href="http://www.siehs.org">www.siehs.org</a> ))		By 14 <sup>th</sup> June 2023
Bid submission by vendors	9:30 am	By 15 <sup>th</sup> June 2023
Bid Opening by the Procurement Committee	10:00 am	15 <sup>th</sup> June, 2023
* Analysis of bid along with clarification of queries if any		16 <sup>th</sup> June 2023 to 20 <sup>th</sup> June 2023
* Internal approvals and project award with Letter of intent		17 <sup>th</sup> June 2023 till 27 <sup>th</sup> June 2023

 <b>SINDH</b> <small>INTEGRATED EMERGENCY &amp; HEALTH SERVICES</small>	<b>SINDH INTEGRATED EMERGENCY AND HEALTH  SERVICES  TENDER DOCUMENTS</b>	<b>Sweet water tanker  service Tender # 66-  2023</b>
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The above timeline is estimated and may change based on technical complexities. For any changes of dates in bid opening, information will be published at the websites of Sindh Public Procurement Regulatory Authority (SPPRA) (<http://ppms.pprasindh.gov.pk>) and at SIEHS website (<http://siehs.org/tender-documents/>).

Interested bidder are requested to show their interest by providing their details at [procurement@siehs.org](mailto:procurement@siehs.org) so if there is any change in date of bid opening so it can be communicated to respective bidder/s accordingly

## BID DATA SHEET

BID DATA SHEET	
Company name	Sindh Integrated Emergency & Health Services (SIEHS)
Bid Submission	Bids to be submitted in the Tender box placed at SIEHS head office on 15 <sup>th</sup> June, 2023 between 9:00 am to 9:30 am.  Address - Plot No. 43-15/K, Block 6, P.E.C.H.S, Karachi, Sindh, Pakistan.
Procurement Focal person	Attention to: Mr. Muhammad Ali
Email address	<a href="mailto:procurement@siehs.org">procurement@siehs.org</a>
Contact number	021-111-111-823, Ext 2003
Pricing mechanism	The price shall be fixed till June 30, 2024 and can be discussed in the month of May, 2024 to extended the period of contract/agreement
Bid security	Amount of bid security should be 2% of the total bid price
Bid validity	Bid validity period shall be 90 days after opening of proposal
Deadline for bid submission	By 9:30 am on 15 <sup>th</sup> June 2023
Date, Time and Place of Bid opening	At 10:00 am on 15th June 2023
Performance Security	5% of the total contract/agreement value till 30 <sup>th</sup> June, 2024. This amount will be returned to the supplier once the satisfactory report received from SIEHS or can be adjusted with extension of the contract/agreement for one (01) year.



**BID FORM / PRICE SCHEDULE**

(To be submitted on Official Company Letterhead duly Signed & Stamped in sealed envelop)

**Commercial proposal**

Sr #	Product / Service Description	Qty.	Unit	Unit Price	Tax	Total Amount with tax
1	Supply of water tanker	184,000	Gallon			

Total price in words \_\_\_\_\_

**QUOTE**

- The above rates are inclusive of all taxes (WHT/SRB/GST)/duties/delivery charges etc.
- Billing will be processed as per actual gallons consumed at each site location after verified by user dept.
- SIEHS INCOTERM is DDP, Karachi, Pakistan with service / delivery
- Above rates are inclusive of all requirements mentioned SOW.
- Validity of Offer: 90 days from date of tender opening

Signature with date: \_\_\_\_\_

Name: \_\_\_\_\_

CNIC: \_\_\_\_\_

Designation: \_\_\_\_\_

Company: \_\_\_\_\_

Stamp: \_\_\_\_\_

Submission of the bid by the bidder reflects the acceptance of the SIEHS tender terms and conditions



**SINDH INTEGRATED EMERGENCY AND HEALTH SERVICES  
TENDER DOCUMENTS**

**Sweet water tanker service Tender # 66-2023**



**Vendor Registration Form**

Date: \_\_\_\_\_

Name of the Company			
NTN for Company / CNIC for individuals		Date of establishment	
Company GST if available		Provincial sales tax numbers (SST) if available	
Nature of Business			
Complete office address			
Name of the authorized contact person			
Email address for correspondence			
Telephone number (Extension if any)		Mobile Number	
Any sister concern company	<input type="checkbox"/> YES	If YES, please provide details:	
	<input type="checkbox"/> NO		
Signature of authorized person			
Is any of your relatives / friends working in / for SIEHS?	<input type="checkbox"/> YES	If YES, please provide details:	
	<input type="checkbox"/> NO		
<b>Declaration:</b> I / We hereby declare that all information and documentation provided are true and correct to the best of my / our knowledge. In the event of any information found false or incorrect, the registration with SIEHS and the placed purchase order will be cancelled.  I / We hereby declare that no illegal human resource and/or child labor is employed by the company / individual.		Company stamp, if available	

**SPPRA INTEGRITY PACT**

To be signed with the successful bidder to whom contract/agreement will be awarded.

## **AGREEMENT DRAFT**

**Note: This is a draft specimen of the agreement which will be customized based on the item / service of procurement as per the agreed terms between successful bidder and the company**

Tender reference XX-XXXX

THIS AGREEMENT / CONTRACT is made at Karachi on \_\_\_\_\_ 2023

### **BETWEEN**

\_\_\_\_\_, a company having its registered office at \_\_\_\_\_, hereinafter called "Supplier / Service Provider", (which expression shall wherever the context so admits mean and include its successors-in-interest and permitted assigns) of the ONE PART.

### **AND**

**Sindh Integrated Emergency and Health Services**, a section 42 not-for-profit company registered under the laws of the Islamic Republic of Pakistan and having its office at 43,15/K, Block 6 PECHS Raazi Road, Karachi, hereinafter called "the **Company**" (which expression wherever the context so admits shall mean and include its successors-in-interest and assigns) of the OTHER PART.

\_\_\_\_\_ and **Sindh Integrated Emergency and Health Services** are hereinafter collectively referred to as the "Parties" and individually as a "Party")

**WHEREAS Sindh Integrated Emergency and Health Services** is a section 42 not-for-profit company focusing on Health and Ambulance Operations based and operating in Pakistan.

**AND WHEREAS** the Supplier / Service Provider has agreed to provide goods / services and Company has agreed to take the goods / services as per the terms & conditions, scope of work (descriptions / specifications) as given in annexures of this agreement / contract.

### **NOW THEREFORE THIS AGREEMENT WITNESSETH;**

Annexure A – General Terms and Conditions

Annexure B – Scope of Work

Annexure C – Price Schedule / Contract Price



**IN WITNESS WHEREOF** the parties hereto have set their respective hands through their nominated signatories on the day, month and year first above written.

**For and on behalf of Sindh Integrated Emergency and Health Services**

Signed by

(Name) \_\_\_\_\_

(Signature) \_\_\_\_\_

(Designation) \_\_\_\_\_

**WITNESSES:**

(Name) \_\_\_\_\_

(Name) \_\_\_\_\_

(Signature) \_\_\_\_\_

(Signature) \_\_\_\_\_

(CNIC) \_\_\_\_\_

(CNIC) \_\_\_\_\_

**For and on behalf of Successful bidder**

Signed by

(Name) \_\_\_\_\_

(Signature) \_\_\_\_\_

(Designation) \_\_\_\_\_

**WITNESSES:**

(Name) \_\_\_\_\_

(Name) \_\_\_\_\_

(Signature) \_\_\_\_\_

(Signature) \_\_\_\_\_

(CNIC) \_\_\_\_\_

(CNIC) \_\_\_\_\_

## Annexure A

### GENERAL TERMS AND CONDITIONS OF CONTRACT

#### ARTICLE 1

#### DEFINITIONS

The following definitions shall apply to this Agreement except where the context otherwise requires. Words importing the singular include the plural and vice versa where the context requires.

1.1 COMPANY

Company shall mean Sindh Integrated Emergency and Health Services

1.2 COMPANY REPRESENTATIVE

Company Representative shall mean any person nominated to coordinate and deal with the Supplier / Service Provider or with Supplier's / Service Provider's Organization on behalf of the Company. The terms Requestor or End user or Business Unit where used in this Agreement shall have the same meaning as the Company Representative.

1.3 SUPPLIER / SERVICE PROVIDER

Supplier / Service Provider shall mean the person or Company identified in this Agreement or the person or the Company identified in the Purchase Order as the Supplier of Goods / Service. Where the term "Seller" or "Vendor" or "Contactor" appear they shall be taken to mean Supplier / Service Provider.

1.4 SUPPLIER / SERVICE PROVIDER'S ORGANISATION

Supplier / Service Provider's Organization shall mean subsidiaries and/or any other person or Company having an Agreement directly or indirectly with the supplier / service provider for the supply of Goods / Services.

1.5 AGREEMENT OR THE AGREEMENT

Agreement / The Agreement means this agreement.

1.6 GOODS

Goods mean the material and equipment to be supplied by the Supplier or Supplier's Organization as specified in **Annexure B** and/or the Purchase Order.

1.7 SERVICES

Services shall mean the services to be provided by and execution of work to be done by the Service Provider as specified in **Annexure B** and/or the Purchase Order.

1.8 PURCHASE ORDER

Purchase Order means an order to purchase Goods and Services from the Supplier / Service Provider or Supplier's / Service Provider's Organization placed by the Company as and when required.

1.9 **INSPECTION**

Inspection shall mean Inspection by the Company's Representative of the Goods supplied / Service provided

1.10 **DELIVERY**

Delivery shall mean the point or location(s) where the Company takes possession of the Goods and Services or a part of the Goods and Services.

1.11 **CONFIDENTIAL INFORMATION**

Confidential Information means all oral, electronic, and written information and material, in tangible and intangible format (including, without limitation, financial information, irrespective of the form of communication), which whether designated as "Confidential" or not is considered as confidential.

1.11.1 In the performance of this Agreement / contract, each Party may be exposed to Confidential Information of the other Party. No Party may disclose, reveal or use any such Confidential Information explicitly marked confidential without, in each instance, obtaining the express prior written consent of the owner thereof. However, information required to be published publically under Sindh Public Procurement Regulatory Act (SPPRA) rules will not be considered as confidential. These obligations shall survive the expiration or termination of this Agreement / contract.

1.11.2 Each Party acknowledges and agrees that the Confidential Information received by it from the other Party shall be kept confidential and shall not be disclosed or revealed to any other person other than those employees of such Party who needs to know the Confidential Information for the purpose of performing their respective obligations under this agreement / contract and such employees shall take responsible steps to keep secrets. However, information required to be published publically under Sindh Public Procurement Regulatory Act (SPPRA) rules will not be considered as confidential.

1.11.3 The obligation of the Parties under Confidentiality Clause shall survive the termination/expiry /cancellation of this Agreement / contract and remain valid and in full force even after the termination/expiry/cancellation of this Agreement / contract.

1.12 **LAW**

Law means any applicable federal, state, or local Law, regulation, rules, or ordinance enforced in Pakistan.

**ARTICLE 2**

**SCOPE OF WORK**

2.1 The Supplier / Service Provider shall supply the goods / services according to the specification and description as given in **Annexure B**.

## **ARTICLE 3**

### **BUSINESS INTEGRITY**

- 3.1 The Supplier / Service Provider shall act in accordance with the provisions of this Agreement, rules and policies of the Company as communicated and:
- a. shall ensure that the goods / services supplied are as per specifications and free from all defects.
  - b. should comply with any conditions or warranties provided for by law.

## **ARTICLE 4**

### **CONTRACT PRICE**

- 4.1 In full consideration of the Supply of Goods / Service provided and of the fulfillment of other obligations under the Agreement, the Company shall, subject to the provisions of the Agreement, pay or cause to be paid to Supplier / Service Provider the contract price of the goods / services in accordance with the provisions of the **Annexure C**.
- 4.3 The Parties shall defend, indemnify and hold harmless each other from any liability resulting failure to comply with the reporting or other procedural requirements with respect to their payment.

## **ARTICLE 5**


### **TERMS OF PAYMENT**

- 5.1 In consideration of goods / services supplied / provided as per specifications and verified by the relevant department, the Company will make payment to the Supplier / Service Provider mentioned in **Annexure C**.
- 5.2 Contract price as specified in **Annexure C** of the Agreement shall remain unchanged during the term of this Agreement unless mutually agreed for any price revision formula / mechanism.
- 5.3 Except in case of discrepancies in the invoice submitted to the Company, payment to the Supplier / Service Provider shall be made after \_\_\_\_\_ days of submission of invoice along with the delivery notes of goods / services completion certificate and written verification by the authorized representative of the Company. Invoices must be sent to Company User / Finance Department.

## **ARTICLE 6**

### **EXAMINATION & PERFORMANCE GUARANTEE**



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- 6.1 Company or its designates shall have the right, at any time, to examine the goods supplied / services provided by the Supplier / Service Provider and their performance and to reject any items found to be not in accordance with the provisions of the Agreement or the specifications provided for supply of goods/ services for which the Company shall have sole discretion. No such examination or rejection shall relieve Supplier / Service Provider of any of its obligations and/or liabilities under the Agreement.
  
- 6.2 Any additional work to be performed or action to be taken by Supplier / Service provider resulting from examination or rejection as referred to in Article 6.1 shall not be regarded as a variation in Supplier / Service Provider's Work and shall be carried out at Supplier / Service Provider's own expense.
  
- 6.3 The rejected Goods will be replaced by the Supplier / Service Provider at its own cost. In case of failure on the part of the Supplier / Service Provider to replace the rejected equipment or material / service, the Company shall be entitled to deduct the entire cost of the rejected equipment or material from the Supplier's invoices which may be due for payment.
  
- 6.4 The service provider shall submit the Performance Security / Guarantee in the amount finalized through the tender T66-2023 in the shape of Pay Order or Demand Draft or a Bank Guarantee in favour of the Company issued by a scheduled bank in Pakistan. No interest will be paid on Performance security. The Performance Security / Guarantee shall be returned after expiry of contract and settlement of all claims. This amount will be returned to the supplier after satisfactory completion note from SIEHS.
  
- 6.5 In the event of failure to provide items/services as per contract / agreement / work order within the stipulated period, the performance security may be forfeited. In that event, acquiring of the said items/services may be taken from the next lowest bidder vide the same work order at contractor's risk and cost without any farther reference, so that the loss incurred would be recoverable from the Performance Security of the said Supplier / Service Provider or from any sum due of which may become due to the Supplier / Service Provider. If any equipment / instrument or property of the Company or its representative / landlord / donor/ is damaged by the representative of approved firm, cost of the same will be deducted from the performance security money / pending bills of the Supplier / Service Provider

## ARTICLE 7

## **INDEMNIFICATION**

- 7.1 Supplier / Service Provider hereby agrees and undertakes to indemnify and hold harmless to the Company, its members, subsidiaries, affiliates and joint venture partners, and their respective directors, officers, employees, and agents (“indemnified parties”) from and against all proceedings, costs, charges, obligations, liabilities, actions, claims, demands, causes of action, suits, damages, judgments, liens, penalties, and expenses including, without limitation, costs and legal fees which may be rendered against the Company
- 7.2 Without prejudice to the provision of Article 7.1, Supplier / Service Provider shall hold harmless and indemnify Company from and against all liens, attachments or claims by Supplier / Service Provider’s Representatives or persons alleging to be Supplier / Service Provider’s Representatives in connection with or arising out of Supplier / Service Provider’s Work. Company shall have the right to withhold the amount involved in the cost arising out of such lien, attachment or claim from any payment due to Supplier / Service Provider until removal of such lien, or attachment or settlement of such claim by Supplier / Service Provider.

## **ARTICLE 8**

### **WARRANTY**

- 8.1 The Supplier / Service Provider warrants and guarantees that the Goods / Services shall be of good standard and quality and shall comply in all respects with the agreed terms and scope of work, and are carried out by professionals qualified to perform in a timely and efficient manner and with all reasonable, care and skills.
- 8.2 In case of failure of the Supplier / Service Provider to rectify any defects in the Goods / Services as notified by the Company, the Company shall have the rights to deduct an amount equivalent to the value of goods / services from the Supplier / Service Provider’s invoices which may be due for payment and/or terminate this Agreement without prejudice to other rights and remedies available to the Company.

## **ARTICLE 9**

### **TERM & TERMINATION**

- 9.1 This Agreement shall remain in full force and effect for a period of    year    effective from \_\_\_\_\_
- 9.2 Either party will have the option to terminate this Agreement by giving the other party **one (1) month** written notice in advance. If the Supplier / Service Provider exercises right under this provision in that case the Supplier / Service Provider shall comply with instructions of the Company in respect of the last date for rendering of the Services and till that date the Supplier / Service Provider shall be responsible to provide the Services.

- 9.3 Breach of any condition of any term of the Contract and directions issued by the Company as and when communicated to the Supplier / Service Provider, including the terms of **Annexure A** –If the Supplier / Service Provider shall not rectify the breach within the stipulated period or comply with the Obligations of the Supplier / Service Provider, the non-compliance of obligation of the Supplier / Service Provider shall give the Company right to terminate the agreement immediately without notice and without prejudice to any other rights which may be available to the Company.
- 9.4 In the event of the following, the Company shall have the right to immediately terminate this Agreement without assigning any further reason and without any notice in writing or otherwise.

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- a. Supplier / Service Provider fails to comply with any provision of this Agreement, and or fails to comply with local / national laws and directions as and when communicated.
- b. Any default by Supplier / Service Provider, or in case the Company wishes to close the business at the Site or wants to use it for some other purposes.

9.5 If the Company shall elect to terminate this Agreement, all rights and obligations of Supplier / Service Provider shall terminate, except for Supplier / Service Provider’s indemnification contained herein.

**ARTICLE 10**

**FORCE MAJEURE**

- 10.1 Neither Party to this Agreement shall be liable for a delay in the execution of the Agreement or for any failure to fulfill any term of the Agreement if such delay or fulfillment has been caused by Force Majeure.
- 10.2 Force Majeure shall for the purpose of the Agreement mean an occurrence, which is beyond the control of the party affected and could not have been overcome or prevented by the exercise of reasonable diligence.
- 10.3 Without prejudice to the generality of Article 10.2 the events falling within Force Majeure include, subject to the conditions of the said Article 10.2, force of nature, lightning, earthquakes, floods, volcanoes, tidal waves, acts of war or public enemy, lockdown due to global pandemic and riots.
- 10.4 On the occurrence of any condition of Force Majeure the Party so affected shall immediately give verbal notice of such an event to the other Party and promptly confirm that notice by letter or email to point of contact.

**ARTICLE 11**

**ASSIGNMENT**

- 11.1 Supplier / Service Provider shall not be entitled to assign either in whole or in part any of its rights and obligations to sub-contractor under the Agreement without the prior written consent thereto of the Company.
- 11.2 Any Party to whom the rights and obligations under the Agreement are transferred to sub-contractor shall be bound by all the provisions of this Agreement. In addition to Article 11.1, Supplier / Service Provider shall procure as a condition precedent to any assignment that such assignment shall:

- a. Be executed in accordance with the provisions of this Agreement;
- b. Be executed contemporaneously with a separate specific Agreement in favor of and for the benefit of the Company to the effect that the assignee accepts and agrees to be bound by the Agreement;
- c. Be of no force or effect whatsoever unless and until the provisions of this Article 11 have been met, and an executed copy of the Agreement referred to in (b) above has been delivered to Company as a pre-condition to granting the required written consent.

## **ARTICLE 12**

### **COMPLIANCE WITH LAWS**

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- 12.1 Supplier / Service Provider its employees and agents shall observe and abide by and shall ensure that its subcontractor shall observe and abide by all applicable laws, rules and regulations in Pakistan in connection with the Agreement including but not limited to those with respect to labor and insurance.
- 12.2 Supplier / Service Provider shall obtain without delay such authorizations, approvals, permits, consents and licenses which are necessary for it to perform the Agreement.
- 12.3 Supplier / Service Provider specifically undertakes that it shall not engage/hire/employ child labor / force labor in line with local labor law, while discharging its contractual duties hereunder.
- 12.4 Without prejudice to any other rights that the Company may have the right to terminate the Agreement or any Contract/Work Statement immediately upon notice in writing if the Supplier / Service Provider violate the provisions of this clause.

## **ARTICLE 13**

### **CONFIDENTIALITY**

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- 13.1 In the performance of this Agreement, each Party may be exposed to Confidential Information of the other Party. No Party may disclose, reveal or use any such Confidential Information without, in each instance, obtaining the express prior written consent of the owner thereof. These obligations shall survive the expiration or termination of this Agreement.

- 13.2 Each Party acknowledges and agrees that the Confidential Information received by it from the other Party shall be kept confidential and shall not be disclosed or revealed to any other person other than those employees of such Party who needs to know the Confidential Information for the purpose of performing their respective obligations under this agreement and such employees shall take responsible steps to keep secrets.
- 13.3 The obligation of the Parties under Confidentiality Clause shall survive the termination/expiry /cancellation of this Agreement and remain valid and in full force even after the termination/expiry/cancellation of this Agreement.

## **ARTICLE 14**

### **WAIVER**

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- 14.1 A waiver on the part of the Company or the Supplier / Service Provider of any breach of any term, provision or condition of the Agreement shall not constitute a precedent nor bind either party hereto to a waiver of any succeeding breach of the same of any other term, provision or condition of the Agreement.

## **ARTICLE 15**

### **APPLICABLE LAW**

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- 15.1 The validity, applications, interpretation and implementation of the Agreement and any dispute, controversy and claims shall be governed by the laws of the Islamic Republic of Pakistan.

## **ARTICLE 16**

### **JURISDICTION**

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- 16.1 The parties shall submit to the exclusive jurisdiction of the Karachi, Sindh Courts.

## **ARTICLE 17**

### **LANGUAGE**

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- 17.1 For all aspects of the Agreement, the English language shall be the ruling language.

## **ARTICLE 18**

### **SAFETY**



18.1 Supplier / Service Provider shall take all necessary precautions in connection with the Agreement / contract in order to ensure the safety and health of the personnel of the Company, Supplier / Service Provider and third parties. The Company will not be responsible for compensating any damages sustained by the Supplier / Service Provider due to the negligence of Supplier / Service Provider. Further the Company shall have the right to claim from the Supplier / Service Provide, the damages incurred due to negligence of safety.

**ARTICLE 19**

**NOTICES**

19.1 All notices and other communications to be sent by either party to the other shall be duly communicated if delivered to the other party at its address referred to below or its receipt has been acknowledged in writing provided that either party may any time designate a different address to which notices and other communications are thenceforth to be sent.

Supplier / Service Provider at:

**Company Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

Name	Designations	Email Addresses	Contact Numbers

Company at:

**Sindh Integrated Emergency and Health Services**

**Plot # 43-15/K, Block 06, PECHS**

**Karachi.** \_\_\_\_\_

19.2 Any notice, documents or other writing required by the Agreement to be given or sent shall be deemed to have been duly given or sent if it is delivered in person to the addressee or, if sent by courier telex or facsimile or e-mail, when it is received by the addressee.

Name	Designations	Email Address	Contact Numbers

- 19.3 The address for delivery of notices and documents to the Company or the Supplier / Service Provider, as the case may be, pursuant to this Article shall be as stated in the Agreement or as may otherwise be notified from time to time in writing by one party to the other.

## **ARTICLE 20**

### **ALTERNATIVE SUPPLIER / SERVICE PROVIDER**

- 20.1 In the event of a default by the Supplier / Service Provider to fulfill any of the terms and conditions of the purchase order, the decision of the Company being conclusive and final in the matter, the Company shall have the absolute right to cancel the purchase order forthwith and stop receiving goods / services from the Supplier / Service Provider without incurring any liability financial or otherwise and shall be entitled to recover the cost of arranging alternate Supplies / Service Provider from other sources from the Supplier / Service Provider or adjust the same against the Supplier / Service Provider's outstanding bills.

## **ARTICLE 21**

### **SURVIVAL**

- 21.1 Cancellation, expiration or earlier termination of this Agreement shall not relieve the Supplier / Service Provider from obligations being entered under this Agreement and Supplier / Service Provider shall be bound to complete the services or supplies of goods with the predetermined specifications and shall continue to be responsible for the warranties, remedies, promises of indemnity and confidentiality as decided.

## **ARTICLE 22**

### **ENTIRETY OF THIS AGREEMENT**

- 22.1 No prior stipulation, agreement of understanding, verbal or otherwise, of the parties or their agents with respect to the subject matter of this Agreement shall be valid or enforceable unless embodied in the provisions of this agreement.

The following annexures will form part of this agreement:

Annexure A – General Terms and Conditions (already mentioned)

Annexure B – Scope of Work & Delivery Schedule

Annexure C – Price Schedule / Contract Price

## **ARTICLE 23**

### **RIGHT TO VARY QUANTITIES**





23.1 SIEHS reserves the right to increase and/or decrease originally quantity specified in the tender XX-XXXX without any change in unit price or other terms and conditions during period of performance of this Agreement / contract.

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